H. A. SEYMOUR,

(Late Principal Examiner in the U. S. Patent Office,)

Solicitor of Patents

AND

COUNSELLOR IN PATENT CAUSES.

913 F Street, Near U. S. Patent Office,

WASHINGTON, D. C.

WASHINGTON, D. C., *November* 1*st*, 1878.

A. SEYMOUR, Esq.:

Y DEAR SIR: In leaving the office of Commis-
er of Patents, I deem it my duty to express my
reciation of your habitually courteous bearing
ards all connected with the office, and the skill-
and straightforward manner in which you have
lucted business.

he well-deserved confidence which every one
he office has in your skill and integrity, facili-
s the transaction of business, and is alike a
efit to the office and your clients.

Yours very truly,

ELLIS SPEAR.

UNITED STATES PATENT OFFICE,
WASHINGTON, D. C., *December* 11*th*, 1875.

Y DEAR SIR: I receive with regret your resig-
on as Principal Examiner, to take effect on the
of January, 1876.

ou have most faithfully and satisfactorily dis-
rged the duties of your office, and I regret that
salary of Examiner is not such as to induce
lemen of talent like yourself to remain. But
have my best wishes for your success in the
tice of your profession, and if you shall be as
ful and obedient towards your clients as you
e been to this office, that success is assured.

Very respectfully, &c.,

R. M. DUELL,
Commissioner of Patents.

. A. SEYMOUR, Esq.

CLEVELAND, OHIO, *December 20th*, 1875.

DEAR SIR: I have had several occasions to call on H. A. Seymour, Esq., late Principal Examiner in the Patent Office, to make examinations and give opinions as to the validity and scope of patents, and in every case I have found him remarkably accurate, thorough, and careful. His thorough knowledge of Patent Law, his extensive acquaintance, both practical and theoretical, with the mechanic arts, his long and varied experience in the Examining Corps of the Patent Office, and his well-known integrity and reliability, thoroughly fit him for the profession he has chosen, and I think must make him successful.

Very respectfully,

M. D. LEGGETT,
Late Commissioner of Patents.

LETTERS-PATENT FOR INVENTIONS

Are granted for the purpose of stimulating and encouraging improvements in the industrial arts. Patents are in the nature of contracts between the public and inventors, the consideration being fixed by statute. The Government requires the following consideration in every case: *First*, That an applicant for a patent shall disclose a new and useful improvement of which he is the first and original inventor. *Second*, That the invention has not been patented or disclosed in a printed publication prior to the date of his invention. *Third*, That the invention has not been in public use or on sale more than two years prior to his application for a patent. *Fourth*, That the invention shall be described in the specification and pointed out in the claims, so as to clearly distinguish the improvement from the prior state of the art. Provided an application is duly filed, and the foregoing considerations are found to exist, and the requirements of the law are complied with, the Government covenants and agrees to grant a patent securing to the inventor or patentee the exclusive right to make, use, and sell the improvement covered by the patent for the term of seventeen years.

Although a patent has been granted and is presumptively valid, yet should it be found that any

essential provision of law requisite to a valid grant has not been complied with, the U. S. Statutes contain provisions for setting aside and annulling the patent. Hence it is of the greatest importance to every inventor that his contract or patent be skillfully and accurately drafted; that the specification and drawings fully and clearly disclose the invention; that the claims cover and protect him in the exclusive enjoyment of not only the particular construction shown and described by him, but also every substantial equivalent therefor, so that his patent may afford him complete and effectual protection for his invention during the full term of seventeen years.

THE PATENT OFFICE.

The only place where complete facilities are afforded for making full and trustworthy examinations and investigations with reference to the novelty of improvements and validity of patents is the Patent Office at Washington. All of the patents granted in this and in foreign countries are there systematically arranged for examination; and of the great number, over three hundred thousand patents have been granted in this country alone. The aim of the Government has been to provide both attorneys and Examiners with ample facilities for conducting their examinations, it being desirable that attorneys shall have full opportunity to acquaint themselves with the prior art, to enable

them to properly advise their clients, and, if occasion warrants, to prepare their applications for patents and accurately distinguish the inventions from the prior art. It is also necessary, of course, that the Examiners should be furnished with complete records for their investigation, to enable them to act advisedly and determine correctly whether or not a patent should be allowed. To facilitate examinations, the drawings are subdivided into classes and sub-classes, each including some particular branch of industry or improvement. The models are also disposed in the same manner in the Model Room of the Patent Office. One complete set of patent drawings is set aside for the use of attorneys and another for the Examiners. Thus attorneys having access to the Patent Office records are afforded every opportunity accorded the Examiners for determining questions of novelty, patentability, validity of patents, and scope of claims.

THE PREPARATION OF SPECIFICATIONS, DRAWINGS, AND CLAIMS OF ORIGINAL PATENTS.

The following are among the several important and valuable features that should be embodied in every patent, in order that the public may be fully apprised of the nature and character of the invention and the scope of the patent, and thereby be restrained from infringing the rights of the patentee, and also that the courts may be enabled to properly

construe the claims of the patent and award its holder protection commensurate with the scope of the invention.

THE SPECIFICATION.

FIRST. *The prior state of the art* should be recognized in the specification by a concise statement, showing what has been accomplished in the same direction or line of improvements, and in what respect such prior efforts have proved defective or failures.

SECOND. *The object and nature of the invention* should then be stated in general terms, consisting, *first*, in reciting the objects to be attained by the improvement; and under this head mention may be made of cheapness, durability, and simplicity of construction, increased efficiency in operation, improved results, and also of obviating the defects and objectionable features incident to prior improvements in the class of inventions under consideration; and *second*, a general statement of the nature of the invention is made, which consists in setting forth the essential or salient points of the improvement in question, and defining its peculiar characteristics and novel features. In short, under the first heading above noted a statement is made of what is *desired* to be accomplished by the invention, and under the second heading a general description is given of the *manner or means* for effecting the desired results.

THIRD. *A description of the improvement* then follows. Section 4888 of the Revised Statutes enacts as follows:

"Before any inventor or discoverer shall receive a patent for his invention or discovery, he shall make application therefor, in writing, to the Commissioner of Patents, and shall file in the Patent Office a written description of the same, and of the manner and process of making, constructing, compounding, and using it, in such *full, clear, concise, and exact terms* as to enable any person skilled in the art or science to which it appertains, or with which it is most nearly connected, to make, construct, compound, and use the same; and in case of a machine, he shall explain the principle thereof, and the best mode in which he has contemplated applying that principle, so as to distinguish it from other inventions. * * *"

This portion of the specification necessitates, for its proper preparation, a thorough familiarity with the particular art or class to which the invention relates, in order that the several features or elements of the improvement may be designated by their proper technical terms, and the construction and operation of the device or machine be clearly understood by persons skilled in the art to which the invention pertains. In a recent case a patent was held invalid by reason of a defective specification, it being held that "the description in a patent must be so full and plain that a fairly competent workman in the art could take it and, exercising the then existing knowledge of the trade, follow it out, and by it, without invention or addition, construct an opera-

tive machine containing the parts mentioned in combination. If it requires experiment and invention to make and use the matter described, the patent is invalid." This same doctrine is enunciated in the following cases: McFarlane *v.* Price, 1 Stark., 158; Turner *v.* Winter, 1 D. and E., 602; The King *v.* Arkwright, 1 Webs. Patent Cases, 64; Curtis on Patents, sec. 225; Evans *v.* Eaton, 7 Wheat., 356; Sullivan *v.* Redfield, 1 Paine, 441.

FIFTH. *Modifications* which are the legitimate equivalents of the improvement in question may be, and should be, included in the specification and drawings of the patent. It is impossible for an inventor to foretell the very best manner in which his invention may be embodied in a working machine or apparatus. It is his privilege and right to incorporate in his patent equivalent forms of his invention; and, as will be shown further on, the value of the patent is oftentimes greatly enhanced by including a description and illustrations of equivalent structures, coupled with the statement in the patent that the patentee does not restrict his claims to the precise construction shown and described, but desires it to be understood that he claims any equivalent construction which shall embody and contain the spirit and substance of his invention.

THE CLAIMS.

The actual value of a patent is measured by the character of its claims. While formerly the im-

pression prevailed to a great extent that the essential thing to insure protection was a patent of some kind, the manufacturing public has been educated to understand that the vital and all-important part of a patent is its claims. If the claims are narrow and restricted, the patent is comparatively worthless; and, on the other hand, if the invention is valuable and well covered by broad and comprehensive claims, the patent is readily indorsed by manufacturers, their consulting counsel, and meets with prompt sale and adoption. If patents were properly prepared at the outset, the number of patent suits would be greatly decreased, as the rights of the patentee would stand out in such unmistakable language in the claims that rival parties would not care to trench upon the clearly-understood rights of the patentee. In the majority of patents on which litigation has been and is now being had, the patentees have been obliged to reissue their patents in order to obtain claims as broad as their improvements would admit of. Infringers do not copy the patented device, but make slight alterations and changes in the construction, so as to drive through a loosely-worded and limited claim without infringing its terms. Then it becomes necessary to have a reissue to maintain a suit. But reissues are to be avoided, if possible, for several reasons. Under recent decisions, which will be referred to in speaking of Reissues, the courts have decided that in many cases *the original patents cannot be cor-*

rected by a reissue. And in cases where reissues can be had, it is a great misfortune to be obliged to resort to this remedy; and this is true for several reasons. It costs but little, if any, more to secure a good than a worthless patent at the outset; and hence, by placing cases in the hands of skilled and capable attorneys in the first instance, no necessity will thereafter arise for the extra expense and delay of procuring a reissue. Again, when a patented invention is valuable, infringements are liable to follow; and should suit be brought on an original patent, even after the lapse of several years, *the patentee is entitled to collect all damages from the date of his original patent.* On the contrary, if it is found that, by reason of the defective preparation of the original patent, a reissue must be obtained in order to maintain a suit, *the patentee is obliged to relinquish all claims for damages accruing prior to the date of his reissue.*

COMBINATION CLAIMS.

The great mass of patents now granted are based on *combination claims;* and so many have been found to be actually worthless that capitalists desiring to invest money in patents are loath to embark their funds in working this class of grants. The evil existing in such patents has its source, not in the form of the claim, but in the character and scope of the claim, as the most valuable patents in

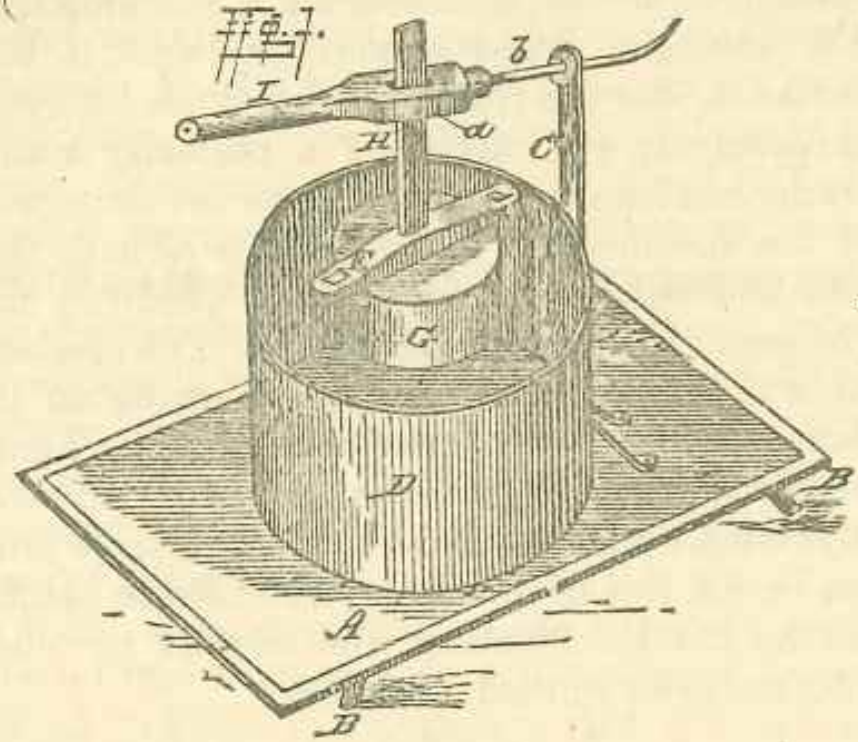
existence are dependent for their value on combination claims.

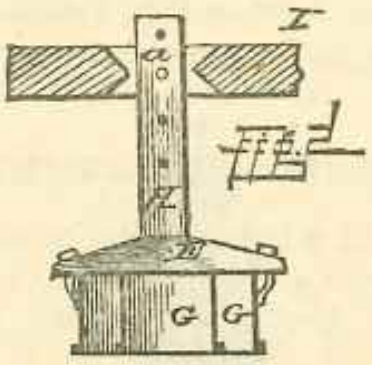
To clearly illustrate the importance and practical value of having a patent properly prepared in the first instance, and to explain the difference between a comparatively worthless and a perfectly sound and valid combination claim, I have herein reproduced the specification and drawings of both the original and reissue patent of Levi Caldwell for Improvement in Washing-Machines. The original patent was comparatively worthless, owing to its insufficient and defective specification and claims. I advised my client to purchase the patent and obtain a reissue, which would afford him suitable protection in his line of business. The reissue patent illustrates the specification and claims as they should have been worded originally.

L. CALDWELL.

IMPROVEMENT IN WASHING-MACHINES.

No. 131,659. Patented September 24, 1872.





UNITED STATES PATENT OFFICE.

LEVI CALDWELL, of Burgettstown, Pennsylvania.

IMPROVEMENT IN WASHING-MACHINES.

Specification forming part of Letters-Patent No. 131,659, dated September 24, 1872.

To all whom it may concern:

Be it known that I, LEVI CALDWELL, of Burgettstown, in the county of Washington and in the State of Pennsylvania, have invented certain new and useful Improvements in Washing-Machines; and do hereby declare that the following is a full, clear, and exact description thereof, reference being had to the accompanying drawing and to the letters of reference marked thereon, making a part of this specification.

The nature of my invention consists in the construction and arrangement of a "washing-machine," as will be hereinafter more fully set forth.

In order to enable others skilled in the art to which my invention appertains to make and use the same, I will now proceed to describe its construction and operation, referring to the annexed drawing, in which—

Figure 1 is a perspective view of my entire machine and Fig. 2 is a longitudinal section of the beater.

A represents a bench of any suitable dimensions, supported upon legs BB, and provided, at or near one end, with an upright post or standard, C, having a hole or eye through its upper end. D represents a tub of any desired size, placed on the bench A. The beater consists of two inverted cups, GG, one inside of the other, and attached to a cross-bar, E, from the center of which extends an upright, H. This upright passes through a mortise in a lever, I, and is adjusted in the same at any desired height, according to the amount of clothes in the tub, by a pin, *a*, passing through the lever and upright, as shown, there being several holes in the upright to allow of said adjustment. One end of the lever I forms the handle, while the other end is provided with a rod, *b*, the end of which is pointed and bent to pass through the eye of the post C.

The lever I is worked up and down, causing the beater to operate on the clothes in the tub, and at every upward stroke of the beater the clothes are sucked up with it till the beater leaves the water and suds, when the clothes fall back, changing their position, so that they will all be acted upon by the beater.

Having thus fully described my invention, what I claim as new, and desire to secure by Letters Patent, is—

The combination of the beater GG, cross-bar E, upright H, lever I with rod *b*, and a post or standard, C, attached to a bench, A, all constructed and arranged substantially as and for the purposes herein set forth.

In testimony that I claim the foregoing, I have hereunto set my hand this 16th day of August, 1872.

LEVI CALDWELL.

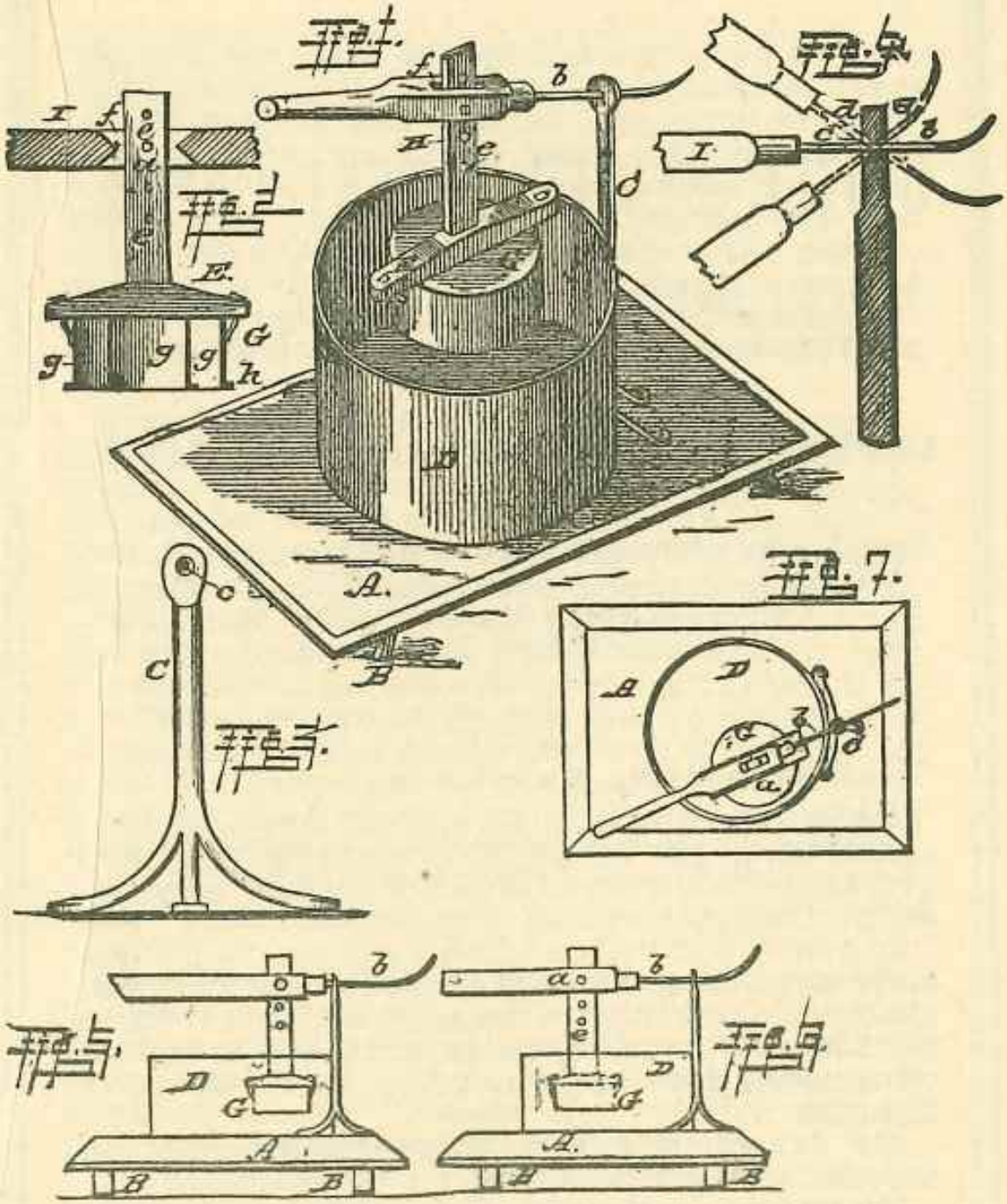
Witnesses:

GEORGE W. METZNER.
HENRY M. DONGAN.

L. CALDWELL.

WASHING-MACHINE.

No. 8184. Reissued March 26, 1878.



WITNESSES
Ed. L. Nottingham
A. W. Bright.

INVENTOR
Levi Caldwell
By H. A. Seymour
ATTORNEY

UNITED STATES PATENT OFFICE.

LEVI CALDWELL, of Burgettstown, Pennsylvania, Assignor to CYRUS A. DODGE.

IMPROVEMENT IN WASHING-MACHINES.

Specification forming part of Letters-Patent No. 131,659, dated September 24, 1872. Reissue No. 8,134, dated March 26, 1878; application filed February 1878.

To all whom it may concern:

Be it known that I, LEVI CALDWELL, of Burgettstown, in the county of Washington and State of Pennsylvania, have invented certain new and useful Improvements in Washing-Machines; and I do hereby declare the following to be a full, clear, and exact description of the invention, such as will enable others skilled in the art to which it pertains to make and use it, reference being had to the accompanying drawings, which form part of this specification.

My invention relates to an improvement in pounder washing-machines.

Heretofore, in the so-called "pounder washing-machines," wherein the pounders are attached to and actuated by a lever, the pounders have been made of nearly the same diameter as that of the

tub, and the lever arranged and adapted to have only a vertical movement imparted thereto. This class of washing-machines has been found to be objectionable in use, for the reason that they require a large outlay of power to manipulate the large, cumbersome pounders, and also from the fact that the pounder failed to properly cleanse the clothes, as it was continuously operated in the same vertical plane, and hence the clothes could not be subjected to the variable action necessary to produce the most effective results.

The object of my invention is to provide a pounder washing-machine of such construction that the pounder may be of any desired size; and although its diameter may be much less than the diameter of the tub, the actuating-lever is constructed and arranged in such a manner that it may have vertical, longitudinal, and lateral movements imparted thereto, whereby the operator is enabled to vary the position of the pounder at will, and place it in any desired portion of the tub. Such a construction of pounder washing-machines allows of the employment of a comparatively small and light pounder, which may be freely operated with a slight expenditure of power, and the entire surface of the clothes in the tub be subjected to the action of the pounder without any stoppage of work on the part of the operator.

My invention consists, first, of a pounder washing-machine having the combination, with a pounder, of an actuating-lever adapted and arranged to have longitudinal, lateral, and vertical movements imparted thereto, whereby the pounder may be readily placed in any part of the tub.

My invention further consists of a pounder washing-machine having the combination, with an actuating-lever adapted to have vertical, lateral, and longitudinal movements imparted thereto, of a pounder and a vertically-adjustable pounder-shaft.

My invention further consists in the combination, with an actuating lever adapted to have vertical, lateral, and longitudinal movements imparted thereto, of a pounder and a pounder-shaft, the latter connected with the actuating-lever in such a manner that it may have a rocking movement, and thus allow the shaft to be retained in a vertical position, regardless of the position or inclination of the actuating-lever.

In the accompanying drawings, Figure 1 is a view, in perspective, of my improved pounder washing-machine. Fig. 2 is a vertical section through the pounder, pounder-shaft, and actuating lever. Fig. 3 is an enlarged view of the standard for receiving the actuating-lever. Fig. 4 is a vertical section of said standard. Fig. 5 is a side elevation of my invention, showing the pounder when it is being operated in close proximity to the standard which supports the actuating-lever. Fig. 6 is a side elevation, illustrating the pounder placed in the tub farthest from the standard. Fig. 7 is a plan view of the machine, showing the pounder placed in one side of the tub.

A represents a bench of any suitable dimensions, supported upon legs B B, and provided at or near one end with an upright post or standard, C, having a hole or eye, *c*, through its upper end. D represents a tub of any desired size, placed on the bench A.

An actuating-lever, I, has secured to one of its ends a rod, *b*, the end of which is pointed and bent to pass through the eye *c* in the post C. Rod *b* has a free longitudinal movement within its fulcrum or eye *c*, in order that the free end of the lever may be moved toward or from the centre of the tub.

It will be observed that the upper portion of standard C is flattened or reduced in thickness, and the eye *c* is countersunk on opposite sides of the standard, as shown at *d*. As the eye *c* serves as a fulcrum for the actuating-lever, the opposite sur-

faces of the standard adjacent to said fulcrum are cut away at *d*, to allow the free or outer end of the actuating-lever to be readily moved, either in a vertical line, as illustrated in Fig. 1, or in a lateral direction, as shown in Fig. 7.

H represents the pounder-shaft, having a pounder, G, secured to its lower end by means of a cross bar, E. Pounder-shaft H is provided with any desired number of holes, *e*, in order that it may be secured in a vertically-adjustable manner within the oblong or rectangular slot *f* in the actuating-lever I by means of a removable pin, *a*.

The oblong or rectangular slot in the actuating-lever permits the pounder-shaft to have a rocking movement therein, whereby said pounder-shaft may retain a vertical position, regardless of the position or inclination of the actuating-lever. This construction causes the lower face of the pounder to be maintained in a plane parallel with the bottom of the tub, and hence causes the pounder to strike squarely and firmly on the clothes in the tub, and thereby bring every portion of the lower surface of the pounder in direct contact with its work in every part of the tub at every stroke of the actuating-lever.

The pounder G consists of two inverted cups, G′, which together form the interior space *g* and outer annular space *g*. The lower edges of cups G′ are turned over, as shown at *h*, in order to afford a smooth surface to the working-face of the pounder, and prevent undue wear to the clothes; and also such construction serves to add strength to the cups G′ of the pounder.

As the actuating-lever I, carrying the pounder G, is worked up and down in any part of the tub, it causes the pounder to operate on the clothes in the tub, and at every downward stroke of the pounder the air is forced from the interior spaces *g g′* by the water in the tub, thereby forming a partial vacuum within the inverted cups, and thus, when the pounder is raised, the clothes beneath the

pounder are drawn up with it until the pounder leaves the water and suds, when air flows into the cups and releases the clothes, which latter fall back into the tub. The position of the clothes in the tub is thus being constantly changed, as the pounder is continuously and successively operated in different parts of the tub, raising a portion of the clothes and allowing them to fall back, and again raising the clothes in another part of the tub.

From the foregoing, it will be understood that the operation of my improved pounder washing-machine is not dependent on a pounder of any particular size or construction, as the pounder is readily carried to any portion of the tub, and the actuating-lever is constructed and arranged in such a manner that the clothes in any part of the tub may be subjected to the action of the pounder.

Very little power is required to operate a washing-machine constructed in accordance with my invention. Ample leverage is provided for the manipulation of the pounder, which is comparatively light, and thus rendered easy of operation. The free or outer end of the lever is held by the operator; and by moving the free end of said lever toward or away from the center of the tub in any direction the pounder may be carried to any portion of the tub without the necessity for releasing the operator's grasp on the lever, and without ceasing the effective strokes of the pounder on the clothes in the tub.

I do not limit myself to any particular construction of pounder or actuating-lever; neither do I restrict myself to the particular construction and arrangement of actuating-lever and fulcrum herein shown and described.

My improvement involves a radical departure in the construction and principle of operation in pounder washing-machines, the invention consisting, broadly, in a pounder washing-machine provided with an actuating-lever and a pounder, the latter adapted and arranged to be moved vertically,

laterally, and longitudinally, whereby it may be actuated in any part of the tub.

Having fully described my invention, what I claim as new, and desire to secure by letters-patent, is—

1. In a pounder washing-machine, the combination, with a pounder-shaft having a pounder secured thereto, of an actuating-lever fulcrumed in such manner that said lever may be freely moved in a longitudinal, lateral, and vertical direction, and carry the pounder to any part of the tub, substantially as set forth.

2. In a pounder washing-machine, the combination, with a vertically-adjustable pounder-shaft having a pounder secured thereto, of an actuating-lever fulcrumed in such a manner that said lever may be freely moved in a longitudinal, lateral, and vertical direction, and carry the pounder to any part of the tub, substantially as set forth.

3. In a pounder washing-machine, the combination, with a vertically-adjustable pounder-shaft having a pounder secured thereto, of an actuating-lever fulcrumed in such a manner that said lever may be freely moved in a longitudinal, lateral, and vertical direction, the pounder-shaft being pivoted to said lever, whereby said pounder is adapted to have a rocking movement, substantially as set forth.

4. In a pounder washing-machine, the combination, with a pounder-shaft having a pounder consisting of inverted cups or vessels secured thereto, of an actuating-lever fulcrumed in such manner that said lever may be freely moved in a longitudinal, lateral, and vertical direction, and carry the pounder to any part of the tub, substantially as set forth.

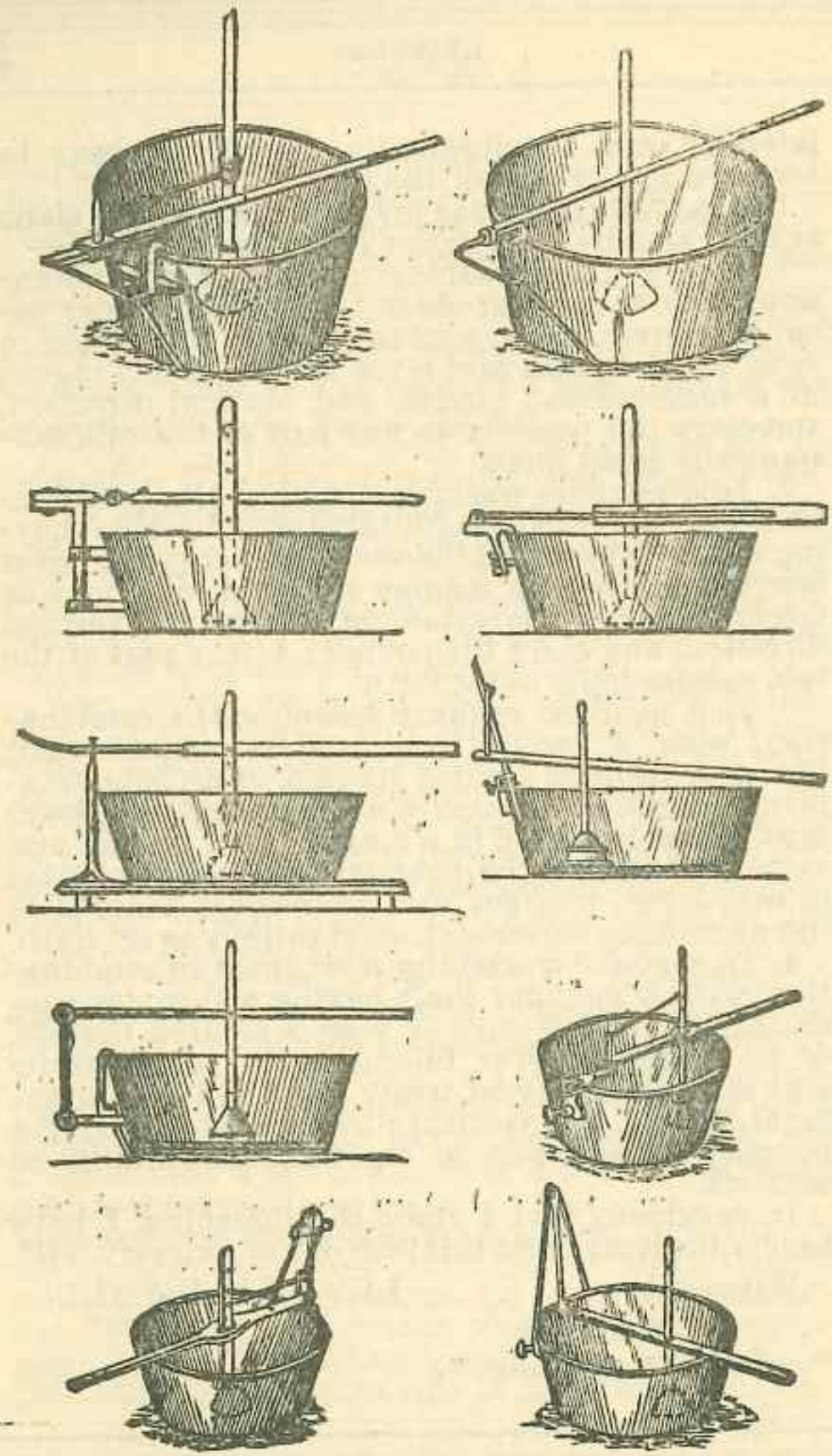
In testimony that I claim the foregoing, I have hereunto set my hand this 26th day of January, 1876.

LEVI CALDWELL.

Witnesses:

S. P. REDDELE.

THOMAS ACKLESON.



It will be observed on a review of the original and reissue specification that the former is silent as regards the prior state of the art and the object and nature of the invention, while the latter clearly sets forth the prior state of the art, the objects to be accomplished by Caldwell's invention, and the means employed for the desired results. Further, to clearly illustrate the difference between the scope of the original reissued claims of Caldwell's patent, I have represented cuts of ten different styles of washing-machines on page 22, all of which are of practical construction and operation, and some of more value than that shown in the original patent. *Yet not one of these ten different machines is covered by the original claim of Caldwell's patent.* By right, all of these modified forms of construction might have been shown and described in the original patent as modifications, and claims secured therein to prevent others from making, using, or selling any of such different forms of washing-machines. Turning, now, to the claims, the claim of Caldwell's original patent reads as follows:

ORIGINAL CLAIM.

"The combination of the beater G G, cross-bar E, upright H, lever I, with rod *b*, and a post or standard C, attached to a bench A, all constructed and arranged substantially as and for the purpose herein set forth."

FIRST CLAIM OF THE REISSUE.

"1st. In a pounder washing-machine, the combination with a pounder-shaft having a pounder

secured thereto, of an actuating-lever fulcrumed in such a manner that said lever may be freely moved in a longitudinal, lateral, and vertical direction, and carry the pounder to any part of the tub, substantially as set forth."

The original claim is restricted to a combination of *eight* elements, each of *specific* construction.

The reissue claim covers a combination of three elements of *any* construction, provided they cooperate to accomplish the result specified in the claim.

The original claim is unnecessarily limited to a combination of parts, wherein the particular construction of beater G G is one of the elements.

The claim can be easily evaded by substituting another form of beater, and still produce a machine having all the desirable qualities of Caldwell's improvement.

The cross-bar E is another limiting and unnecessary feature of the original claim, as the cross-bar may be dispensed with altogether, and in practice is not employed.

Again, rod *b* is another unnecessary restriction, as it need not be used. The lever may be made of a single piece, and one end project through the opening in the standard C.

Also, another limitation consists in restricting the claim to standard C attached to a bench A, as the standard may be, and in practice always is, removably secured to the edge of the tub.

Further, every element of the combination is restricted by letters to the particular construction described in the specifications and shown in the drawings.

"A patentee may limit his claim in his specification to one particular form of machine, and exclude all others. In such a case he is secured *only to the particular form claimed.* The Patent Law was intended to secure to the inventor his whole invention or discovery, *but not unless he claimed to be secured in the whole. If he claims only a part, such part is only secured to him.*" Amer. Pin Co. *v.* Oakville Pin Co., 3 Blatchf., 193.

LETTERS SHOULD NEVER BE USED IN A CLAIM, IF POSSIBLE TO BE AVOIDED.

Now turn to the reissue claim, and we find that it covers the combination of *any construction* of pounder-shaft, having *any* form of pounder secured thereto, with *any* style of actuating-lever, fulcrumed in such a manner that the pounder may be moved thereby and operated in any part of the tub. It will be observed that all of the elements of the reissue claim are necessary and essential in an operative pounder washing-machine of the character in question. The soul of Caldwell's invention consists in arranging the actuating-lever in such a manner that it may be moved longitudinally, vertically, and laterally, and carry a small pounder to any part of the tub. For this reason, the claim should not be restricted to any particular construction of pounder or beater, of pounder-shaft, of actuating-

lever, or of fulcrum. The actuating-lever may be placed in an opening in a standard, as illustrated in Caldwell's patent. Or it may be pivoted or hinged to a rocking-lever, or pivoted to a pendulous rod, or pivoted to an oscillating arm, or attached to a guide rod secured to the tub, or the lever may be composed of telescopic sections, and in every instance the machine will be capable and efficient in use.

Now, in view of the fact that Caldwell was the pioneer inventor of this class of washing-machines, he is entitled to a claim of sufficient scope to include within its terms any and all of the modified forms of construction above referred to; and although he failed to secure such protection by his original claim, and infringers were flooding the market with machines of equivalent construction, his assignee, having obtained a reissue, has secured a most important and valuable monopoly in this class of machines.

IT IS UNSAFE TO RELY ON A SINGLE BROAD CLAIM.

The question is often asked, If a single broad claim covers and protects an invention, why should other claims be secured? The reason for securing claims in addition to the broad claim is as follows:

If a suit should be instituted on a patent containing but a single broad claim, and the defense should succeed in breaking down the claim, the complainant would fail in his suit; but if the patent

contained several claims, and the defendant only succeeded in overthrowing the broad claim, the complainant might hold the defendant under one of the remaining claims, and secure an injunction restraining the defendant from either making, using, or selling the machine in question.

DRAFTING AND SECURING VALID CLAIMS.

The greatest care and skill are required, first, in properly drafting the claims in the first instance, and second, in prosecuting the applications before the Patent Office, and maintaining the rights of the inventor to claims as broad and sweeping as the invention will warrant. Drafting claims requires a thorough knowledge of court decisions and of Patent Office practice, and, in addition, a familiarity with the prior state of the art, which can only be obtained by a careful search in the Patent Office records. The successful prosecution of the application is no easy task. By "successful prosecution" is not meant simply the obtaining of a patent, but the obtaining of strong and valid claims. The Examiners serve in the capacity of judges, with the interest of both the inventor and the public to care for. It is their duty to refuse the allowance of a broader claim than the invention will justify, and such refusal is in the interest of the public. While it is natural that Examiners are sometimes in error as to the scope that should be accorded an invention, yet they act

under honest convictions; and when the just rights of an inventor are denied, it is the duty of an attorney to maintain the claims of his client if he is convinced that they are just and proper. To succeed in this requires the display of tact, firmness, and ability, as the Examiner must be convinced of his error, and be persuaded to reverse his decision.

DRAWINGS.

The value and even the validity of a patent often depend on the character, clearness, and sufficiency of its drawings. There are thousands of existing patents in which the improvements are but partially or very poorly illustrated; and when an attempt is made to dispose of such patents the vagueness, defects, and inaccuracies of the drawings often prejudice capitalists and manufacturers against the invention, which in fact may be of decided merit and value, and would have met with ready sale had the invention been fully portrayed by artistic and skillfully-executed drawings. Again, when patents of this kind are brought into court the uncertainty and ambiguity of the drawings enable the opposing experts to mystify the judges as to the construction, relative arrangement, and combinations of parts intended to be covered by the patentee. In all cases intrusted to me the drawings are made under my personal supervision by a skilled draughtsman in my constant employ, and every precaution is taken that the inventions are fully and clearly shown by

different views, so as to be readily understood by the Examiners of the Patent Office and comprehended by the public when the patent is granted.

MODELS

Must be furnished when required by the Commissioner. A working model is preferable, as it serves to impart a more comprehensive knowledge of the improvement than is the case with rude and imperfect models, and also serves to advertise the improvement to the large number of visitors constantly passing through the Model Galleries of the Patent Office. The Model must not exceed twelve inches either way to comply with the requirements of the rules of the Patent Office.

REISSUES.

Lately the courts have adopted a radically new policy in the treatment and construction of reissue patents. Ever since the enactment of the Patent Laws it has been the universal practice of the courts to uphold and sustain the claims of a reissue, (though expanded in scope and made to cover much more territory than those of the original patent,) if it could be shown that the inventor was rightfully entitled to the expanded and corrected claims in his original patent, but failed through error of judgment, inadvertence, accident, or mistake on his part, or by reason of some blunder or unskilled work

on the part of an incompetent solicitor in the prosecution of his original application, and the right to reissue was not in any wise abridged by reason of delay in filing the reissue application. But, as stated, this practice has been completely changed. *It can be safely stated that the late rulings of the courts with reference to reissue patents will affect the rights of patentees to a greater degree than any patent legislation that has been made since the foundation of the patent system.*

In Swain Turbine and Manufacturing Co. *v.* Ladd, 19 O. G., 62, suit was brought on a reissue patent granted twelve and one-half years subsequent to the date of the original patent. The original patent contained three claims, while the reissue embraced eleven different and broad and sweeping claims. The Supreme Court of the United States considered the reissue in view of the limitations imposed on the claims of the original, and held that the broad claims embodied in the reissue were void. The court held as follows:

"It was never intended to allow a patent to be enlarged, but to allow the correction of mistakes inadvertently committed, and the restriction of claims which had been improperly made, or which had been made too broad, *just the contrary of that which has become the practice.* In a clear case of mistake (not error in judgment) the patent may undoubtedly be enlarged; but that should be the exception and not the rule, and their contraction the rule. * * * The invention of a wheel was not claimed at all. A wheel was described, but it

was a wheel made after a particular pattern or form, and adjusted to a particular apparatus for the reception and discharge of the water. * * * Instead of correcting inadvertent mistakes in the specification which rendered the patent inoperative and void, the pretended descriptions are evidently intended to widen the scope of the patent and make it embrace more than it did at first.

"*The mistake of the patentee (or his assignee) seems to have been in supposing that he was entitled to have inserted in a reissued patent all that he might have applied for and had inserted in the original patent.* * * * A reissue can only be granted for the same invention which was originally patented. If it were otherwise, a door would be opened to the admission of the greatest frauds. Claims and pretensions shown to be unfounded at the time might, after the lapse of a few years, a change of the officers of the Patent Office, the death of witnesses, and the dispersion of documents, be set up anew, and a reversal of the first decision be obtained without appeal, and without any knowledge of the previous investigations upon the subject. * * * Hence there is no safe or just rule but that which confines a reissued patent to the same invention which was described or indicated in the original."

In Miller & Co. *v.* The Bridgeport Brass Co., decided January 9th, 1882, the Supreme Court stated as follows:

"The only mistake suggested is that the claim was not as broad as it might have been. This mistake, if it was a mistake, was apparent upon the first inspection of the patent; and if any corrections were desired, they should have been applied for immediately. * * * The pretense in this case that there was an inadvertence and oversight which had

escaped the notice of the patentee for fifteen years, is too bald for human credence. He simply appealed from the judgment of the office in 1860 to its judgment in 1876; from the Commissioner and Examiner of that date to the Commissioner and Examiner of this; and upon a matter that was obvious on the first inspection of the patent. *If a patentee who has no corrections to suggest in his specification, except to make his claims broader and more comprehensive, uses due diligence in returning to the Patent Office, and says, I omitted this, or my solicitor did not understand that, his application may be entertained, and on a proper showing corrections may be made;* but it must be remembered that the claim of a specific device or combination, and an omission to claim other devices or combinations apparent on the face of the patent, are in law a dedication to the public of that which is not claimed. It is a declaration that that which is not claimed is either not the patentee's invention, or, if his, he dedicates it to the public. This legal effect of the patent cannot be revoked unless the patentee surrenders it and proves that the specification was framed by real inadvertence, accident, or mistake, without any fraudulent or deceptive intention on his part; *and this should be done with all due diligence and speed. If two years' enjoyment of an invention, with the consent of and allowance of the inventor, is evidence of abandonment and a bar to an application for a patent, a public disclaimer in the patent itself should be construed equally favorable to the public.* Nothing but a clear mistake or inadvertence *and a speedy application for its correction* is admissible, when it is sought merely to enlarge the claim. * * * *In such a case, even he who has rights and sleeps upon them, justly loses them.*"

See, also, James *v.* Campbell, 21 O. G., 27; Kells *v.* McKenzie, 20 O. G., 1663; Powder Company *v.*

Powder Works, 98 U. S., 126; Combined Patents Can Co. *v.* Lloyd, 21 O. G., 713; Matthews *et al. v.* The Boston Machine Co. *et al.*, 21 O. G., 1349; Heald *v.* Rien, 21 O. G., 1443; Bantz *v.* Frantz *et al.*, 21 O. G., 2037.

The above decisions are all of recent date and of the tenor of the decisions from which extracts have been quoted. Under the present rulings of the courts patentees will be obliged to abandon the course heretofore adopted by many, which consists in securing an original patent regardless of its claims, with the intention of reissuing and perfecting the claims at some future time. It will be clear to every inventor that the only safe course of procedure now is to have the original patent secured with the most perfect claims to be obtained. My advice to those owning patents of comparatively recent date is to submit them without delay to a competent patent attorney for examination as to their scope and strength; and if it is found that the patent can be strengthened by a reissue, to make application *immediately* for a reissue patent. Parties desiring my services in examining their patents with a view to obtaining a reissue should give me the number and date of their patent, and call attention to any particular point or feature which it is desired to strengthen in the claim, and remit $10, upon receipt of which I will give the matter careful consideration and examination, and render a report as to the advisability of filing a reissue application.

If the reissue application is proceeded with, the remittance of $10 will be applied toward the payment of the remaining fees.

HOW TO OBTAIN A VALID PATENT.

An inventor should first ascertain whether or not his improvement has been patented to another. This requires an exhaustive search among all the patents in the class to which the invention relates. My invariable practice is to make a *preliminary examination* in all cases; and hence, if the improvement is found in another patent, my client is saved any further expense. By sending me a rough sketch or model and a description of an invention a careful examination will be made and full report rendered. For this service a fee of Five Dollars is required, in advance. If the invention is found to be patentable, the fee for preliminary examination is applied toward the payment of the remaining fees. Hence a preliminary examination costs nothing extra if the invention is novel and patentable, while the inventor is saved any further expense if the invention is found to be anticipated by some prior patent. When an inventor is anxious to hasten matters, and secure a patent at the earliest moment possible, he may forward his model, with description, and Twenty-five Dollars, first installment of fees. A preliminary examination will then be immediately made; and if the invention is found in an earlier patent, I will return Twenty Dollars

to the inventor, and retain Five Dollars for my services. If, on the other hand, the improvement is found to be novel and patentable, the necessary papers for an application for a patent will be prepared immediately, and forwarded to the inventor for his signature. This latter course is the most expeditious and satisfactory, as no time is lost in transmitting correspondence relative to the preliminary steps to be taken.

IN THE PATENT OFFICE

The application is assigned to the Examiner having charge of the class to which the invention relates. The case must then take its turn with others in the order of filing, and in due time is carefully examined to test the novelty of the invention. If the Examiner fails to find anything that anticipates the invention, a patent is immediately allowed, provided the specification and claims are drafted in proper form. Should the Examiner find a prior patent which, in his opinion, anticipates one or more of the claims of the application, a letter of rejection is sent to the attorney in charge of the case; and if the attorney coincides with the views of the Examiner, the claims rejected are erased. In preparing applications for patents, an attorney should be careful to familiarize himself with the class of inventions to which the application pertains, so that the specification and claims may be drafted as nearly perfect in the first instance as possible. This course saves

much time in prosecuting the application to a patent. When claims are improperly rejected on patents which do not anticipate the spirit or wording of the claims, proper steps are immediately taken to convince the Examiner of his error. This is done, in most part, by personal arguments, as the differences in construction, operation, function, and results are more readily discovered and appreciated by an oral representation of the facts than can possibly be done by relying solely on written arguments. In order that the Patent Office record of the patent shall be complete, an oral argument is generally supplemented by a manuscript brief, that others, in examining the files at any future time, may clearly comprehend the position taken by the Examiner and attorney in prosecuting the case to patent.

INTERFERENCES

Are instituted "for the purpose of determining the "question of priority of invention between two or "more parties claiming substantially the same pat- "entable invention. The fact that one of the par- "ties has already obtained a patent will not prevent "an interference; for although the Commissioner "has no power to cancel a patent, he may grant a "patent for the same invention to another person "who proves to be the prior inventor." As questions concerning "reduction to practice," "abandonment," "public use," joint inventorship, and other like matters, are continually arising in inter-

ference proceedings, they should be intrusted to attorneys having a thorough knowledge of and familiarity with Patent Office practice. My fee in an interference case is dependent on the labor and time required in its preparation and presentation.

REJECTED CASES.

Many valuable and important inventions are now numbered among rejected cases of the Patent Office. Although a case may have been rejected several times, a valid patent can be procured by filing a new application, provided the invention has not been put in public use or on sale more than two years prior to filing the new application. When rejected cases are intrusted to my care, new specifications and drawings are prepared, the same as if an application had never been filed in the Patent Office. My fees for handling rejected cases are ordinarily the same as for original applications.

CAVEATS.

If an invention is partly completed, and the inventor desires more time to perfect the same, a caveat will prevent a patent from issuing to another party for the same invention within a year from the date of filing the caveat. In my judgment, money expended in filing caveats had much better be invested in filing an application for a patent, as, in the great majority of cases, the inventions revealed in caveats are sufficiently advanced to warrant the obtaining of letters-patent.

DESIGNS.

To obtain a design patent, the applicant should forward a drawing, together with the photographs illustrating the design, or send a sketch of the design. The drawing or extra copies will be procured here.

TRADE-MARKS.

Persons or firms desiring the registration of a Trade-Mark should send fac-similes of their trade-mark, and specify the length of time it has been used, if it has been used at all, and also state the class of merchandise for which it is intended. The application papers will then be prepared and returned to the applicant for signatures. Upon the receipt of executed papers, the trade-mark will be properly registered. Trade-marks may be registered regardless of the length of time they may have been in use.

PRINTS AND LABELS

May be registered in the Patent Office, under the act of Congress approved June 18, 1874; and upon receiving specimens of the print or label the necessary papers will be immediately forwarded for proper execution.

OPINIONS

Will be rendered concerning the validity of a patent, and also whether one patent is an infringement

of another. A trustworthy opinion cannot be given in any case without making an exhaustive examination of all American and foreign patents pertaining to the class of improvements to which the case under consideration relates. The purpose of such careful search is to ascertain just the scope that may be properly accredited the claim or claims of the patent. If it is found that others have patented machinery adapted to perform the same result, then the later patentee is held to his improved construction, and a more literal construction must be given the claims of the patent. On the other hand, if the improvement is strictly new and original with the patentee, his claims are entitled to receive the most liberal construction. The fees charged for an opinion depend on the amount of time and labor expended in making an examination and preparing the opinion.

IN GENERAL.

In addition to my practice before the Patent Office, I am also engaged as counsel in different infringement suits in the United States courts; and being a member of the bar of the Supreme Court of the United States, my services can be retained in patent causes either in the Supreme or Circuit Courts.

SCHEDULE OF FEES.

	Gov't Fees.	*Att'ys Fees.*	*Total.*
For a Patent	$35	$35	$70
For a Caveat	10	15	25
For a Reissue	30	50	80
For Design for 3½ years	10	15	25
For Design for 7 years	15	15	30
For Design for 14 years	30	15	45
For Trade-Mark	25	15	40
For Prints and Labels	6	5	11
Appeal to the Board	10	15	25
Appeal to the Commissioner	20	30	50

Assignments—Government and Attorney's fees in full—$5.

Interlocutory Appeals to the Commissioner, Free.

COST OF OBTAINING A PATENT.

Send by express, *prepaid*, a model, addressed to H. A. SEYMOUR, Patent Attorney, Washington, D. C., and forward a description of the invention, and inclose by draft or Post-Office Order $25, first installment of fees. The necessary papers will then be prepared and forwarded for the inventor's signature, who, in returning the same, will remit $25, which amount covers the first Government fee of $15 and attorney's fees, in full, of $35. The case will then be immediately filed in the Patent Office, and will be vigorously prosecuted. When the pat-

ent is allowed, the official notice of allowance will be forwarded, and on receipt of the final Government fee of $20 the patent will be forwarded to the inventor. These charges are fixed for ordinary cases. When the inventions are such as to require an extra outlay of time and labor in the preparation of the papers, an additional charge will be made. In cases requiring more than one sheet of drawings, a charge of $5 extra will be made for each additional sheet.

FOREIGN PATENTS.

Owing to the great demand in foreign countries for the improvements of American inventors, and the large remuneration often derived by American patentees from the sale of their foreign patents, the soliciting of foreign patents has rapidly increased, causing me to devote especial attention to this class of work.

To obtain valid patents in this and foreign countries without curtailing the life of the home patent requires the exercise of the greatest care and skill, and also a thorough knowledge of the patent laws and requirements of the different foreign countries.

With but few exceptions, foreign patents are granted as applied for, without subjecting the invention to an examination, the validity of the patent when granted resting with the courts. Hence the mere grant of a foreign patent is no criterion as to its scope, strength, or validity, as these points

are in a great measure dependent upon the skill, experience, and accuracy of the attorney who prepares the application.

Applications for foreign patents must be made at the proper time to insure a valid patent. As a rule, foreign applications should be made before the American patent is allowed to issue. Our *Official Gazette*, containing the claims and drawings of all American patents, is published weekly and mailed to foreign countries. If the description is such as to amount to a publication in law, and the *Gazette* reaches certain foreign countries, notably Great Britain and Germany, before applications for patents are there made, it will defeat the grant of a valid patent in such countries. Again, care must be taken not to disclose the invention in this country before filing the foreign application, as in Great Britain a patent is granted to the first applicant, whether or not he is the real inventor; and hence American inventors are often forestalled by far-sighted patent speculators, who, upon learning of a valuable invention in this country, immediately file an application and obtain a foreign patent, thereby depriving the real and meritorious inventor of a most valuable monopoly in foreign countries.

The synopsis which follows gives the prominent features in the system of the leading foreign countries where patents can be obtained.

Canada is the only one which requires a model, and also the only one which requires the applica-

tion papers to be executed by the applicant himself. A British application does not require any papers under the hand of the applicant.

The other countries simply require a power of attorney in order to apply for and obtain the patent; the drawings, specification, and claims, together with the power of attorney, being sent to the proper country.

Canada.

A Canadian patent covers Provinces of Ontario, Quebec, Nova Scotia, New Brunswick, British Columbia, and Manitoba. Population, 4,000,000; area, 622,990 square miles; term, 5 years, extensible to 10 and 15 years by payment of $20 before expiration, respectively, of the 5th and 10th years. Patentee must not refuse to work the invention if the public interest demands it and a fair compensation is offered. Cost, $65. Model required. If invention has been for more than a year previously patented in any other country, a Canadian patent cannot be granted.

Great Britain.

A British patent covers England, Ireland, Scotland, Wales, and the Channel Islands. Population, 35,000,000; area, 122,511 square miles; cost, $125; term, 14 years. Tax of $250 at close of fourth year, and $500 at close of seventh year; or patent may be kept in force by yearly payments of $75 until the ninth year, and $100 yearly for remainder of the

term. Invention must not have been published in the realm prior to date of the application. If desired, instead of taking out the final patent at the outset, a provisional patent may be taken at a cost of $100, in advance, and $25 within 9 months thereafter, which completes final patent. By securing provisional patent, opportunity is given to introduce in the final patent any improvement that may have been made between the dates of said instalment fees.

FRANCE.

Population, 38,000,000; area, 203,738 square miles; term, 15 years; cost, $100; annuities, $20. Patent must be worked within two years, and not afterwards ceased for two consecutive years; unless, in either case, such inaction can be justified.

GERMANY.

A German patent covers Prussia, Bavaria, Baden, Saxony, and Wurtemburg. Area, 179,687 square miles; population, 34,305,358; term, 15 years; cost, $100; annuity, $13.20 for second year, and increasing by same amount for each subsequent year. Invention must not have been described in any printed publication or publicly used in Germany at the date of application. Patentee must endeavor to work the patent, and must not refuse licenses upon adequate compensation when the public interests demand the use of the invention.

BELGIUM.

Population, 5,000,000; area, 11,000 square miles; term, 20 years; expires with expiration of any previous foreign patent on same invention. Invention must be worked in Belgium within a year of its working in any foreign country; working must not cease for one year, if during that time the invention is being worked in any other country, unless such inaction can be justified. Patent is void if invention is publicly known in Belgium prior to application, foreign official publications excepted. Cost, $75; annuity, $1.70 first year, increasing by same amount each succeeding year.

SPAIN.

A Spanish patent covers Spain, Cuba, Porto Rico, and Philippine Islands. Population, 18,000,000; area, 200,000 square miles; term, 20 years, reduced to 10 years if invention has for two years previously been patented or published in any country. Patent must be worked within two years. Cost, $75; annuity, $1.70 first year, increasing by same amount each succeeding year.

AUSTRIA AND HUNGARY.

A single patent covers both these countries. Area, 241,123 square miles; population, 40,000,000; term, 15 years. Invention must not be publicly known in the realm at time of application. Patent must be worked within one year, and must not after-

wards cease for two consecutive years. Cost, $100. Annuities average $23 per year.

RUSSIA.

Population, 80,000,000; area, 2,266,983 square miles. Patents are granted for 3, 5, or 10 years, at cost, respectively, of $300, $450, and $550. Patent must be worked within one-fourth of the time for which patent is granted.

ITALY.

Population, 27,000,000; area, 109,734 square miles; term, 15 years. Invention must be new in Italy at filing of application, foreign official publications excepted. Must be worked within two years, and not cease for two consecutive years. Cost, $100. Annuities average $23 per year.

DENMARK.

Population, 1,800,000; area, 15,307 square miles. Patent to a foreigner never exceeds 5 years. Invention must be new in Denmark at time of application. Patent must be worked within a year, and continue to be worked. Cost, $150.

NORWAY.

Population, 1,750,000; area, 123,297 square miles. Term, 10 years. Patent must be worked within two years, and each following year. Cost, $150.

SWEDEN.

Population, 4,200,000; area, 170,621 square miles. Term varies from 3 to 15 years, according to official estimate of worth of invention. Patent must be worked within two years, and each following year. Cost, $125.

PORTUGAL.

Population, 3,900,000; area, 37,000 square miles. Term not to exceed 15 years. Cost, $400.

BRAZIL.

Population, 11,790,000; area, 3,430,000 square miles. Term from 5 to 20 years, fixed by Government. Patent must be worked within two years. Cost, $300.

BRITISH INDIA.

Population, 190,000,000; term, 14 years; cost, $300.

CHILI.

Population, 2,000,000; area, 132,609 square miles; term not to exceed 10 years. Cost, $125.

NEW GRENADA.

Population, 2,794,000; area, 514,000 square miles; term from 5 to 20 years, determined by Government. Cost, $300.

PERU.

Population, 2,500,000; area, 510,100 square miles; term from 5 to 20 years, determined by Government. Cost, $300.

PARAGUAY.

Population, 1,337,439; area, 89,252 square miles; term, 5 or 10 years. Must be worked within two years. Cost, $300.

FORMS.

FOR ASSIGNMENTS, GRANTS, LICENSES, &C.

It is often the case that in the purchase of a patent, or an interest therein, the parties to the transaction cannot well delay proceedings to have the papers prepared by a patent attorney, and frequently in their attempts to draft the papers make mistakes which prove vexatious and work great injury to one of the parties. By adhering to the following forms in any such transaction, both the purchaser and seller may rest assured that their rights are protected.

No. 1.

Assignment of the Entire Interest in an Invention before the Issue of Letters-Patent.

Whereas I, Richard Doe, of Indianapolis, county of Marion, State of Indiana, have invented a certain new and useful improvement in Sulky Plows, for which I am about to make application for Letters-Patent of the United States; and whereas Thomas Jones, of Moline, county of Rock Island, State of Illinois, is desirous of acquiring the entire interest in said invention, and in the Letters-Patent to be obtained therefor:

Now, therefore, to all whom it may concern, be it known that, for and in consideration of the sum of one thousand dollars to me in hand paid, the receipt

of which is hereby acknowledged, I, the said Richard Doe, have sold, assigned, and transferred, and by these presents do sell, assign, and transfer unto the said Thomas Jones the full and exclusive right to the said invention, as fully set forth and described in the specification prepared and executed by me preparatory to obtaining Letters-Patent of the United States therefor; and I do hereby authorize and request the Commissioner of Patents to issue the said Letters-Patent to the said Thomas Jones as the assignee of my entire right, title, and interest in and to the same, for the sole use and behoof of the said Thomas Jones and his legal representatives.

In testimony whereof I have hereunto set my hand and affixed my seal this 22d day of December, A. D. 1884.

RICHARD DOE. [SEAL.]

In presence of—
JOHN SMITH.
THOMAS PERKINS.

No. 2.

Assignment of the Entire Interest in Letters-Patent.

Whereas I, Amos Burton, of Rockford, county of Winnebago, State of Illinois, did obtain Letters-Patent of the United States for an Improvement in Grain Binders, which Letters Patent are numbered 234,861, and bear date November 6th, 1883; and whereas I am now the sole owner of said patent, and of all rights under the same; and whereas Charles French, of Chicago, county of Cook, State of Illinois, is desirous of acquiring the entire interest in the same:

Now, therefore, to all whom it may concern, be it known that for and in consideration of the sum of five thousand dollars to me in hand paid, the receipt of which is hereby acknowledged, I, the said Amos Burton, have sold, assigned, and transferred, and by

these presents do sell, assign, and transfer unto the said Charles French the whole right, title, and interest in and to the said improvement in Grain Binders, and in and to the Letters-Patent therefor aforesaid; the same to be held and enjoyed by the said Charles French, for his own use and behoof, and for the use and behoof of his legal representatives, to the full end of the term for which said Letters-Patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

In testimony whereof I have hereunto set my hand and affixed my seal at Rockford, county of Winnebago and State of Illinois, this 14th day of December, A. D. 1884.

AMOS BURTON. [SEAL.]

In presence of—
JOHN SMITH.
THOMAS JONES.

No. 3.

Assignment of an Undivided Interest in an Invention before Issue, or in a Patent.

The form is the same as either No. 1 or 2, excepting the words "one undivided half part," or "one undivided third part," or any other fractional part, as the case may be, should be specified in lieu of the words "entire interest."

No. 4.

Grant of a Territorial Interest in a Patent.

Whereas I, Samuel Merriman, of Milwaukee, county of Milwaukee, State of Wisconsin, did obtain Letters-Patent of the United States for Improvement in Churns, which Letters-Patent are numbered 172,583, and bear date the 9th day of Septem-

ber, 1870; and whereas I am now the sole owner of said patent, and of all rights under the same in the below recited territory; and whereas Lester Thompson, of Grand Rapids, county of Kent, State of Michigan, is desirous of acquiring an interest in the same:

Now, therefore, to all whom it may concern, be it known that for and in consideration of the sum of five thousand dollars to me in hand paid, the receipt of which is hereby acknowledged, I, the said Samuel Merriman, have sold, assigned, transferred, and by these presents do sell, assign, and transfer, unto the said Lester Thompson, all the right, title, and interest in and to the said invention, as secured to me by said Letters-Patent, for, to, and in the State of Michigan, and for, to, or in no other place or places; the same to be held and enjoyed by the said Lester Thompson, within and throughout the above-specified territory, but not elsewhere, for his own use and behoof, and for the use and behoof of his legal representatives, to the full end of the term for which said Letters-Patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

SAMUEL MERRIMAN. [SEAL.]

In the presence of—
BENJ. HOPKINS.
TRUMAN SHORT.

No. 5.

License.—Shop Right.

In consideration of the sum of one hundred dollars to me in hand paid by the Excelsior Machine Company, a corporation of Ohio, located in the city of Columbus, in the State of Ohio, I do hereby license and empower said company to make at a single factory in said Columbus, and in no other place or

places, the Improvement in Clothes-wringers, for which Letters-Patent of the United States, No. 187,622, dated January 15th, 1871, were granted to me, and to sell the same throughout the United States to the full end of the term of the patent.

Signed at Alliance, county of Stark and State of Ohio, this 28th day of December, A. D. 1884.

FRANKLIN MAYO.

No. 6.

License (not exclusive) with Royalty.

This agreement, made this 23d day of November, 1884, between Albert Fraser, of Janesville, in the county of Rock and State of Wisconsin, party of the first part, and the Farm and Machine Company of St. Louis, in the county of St. Louis and State of Missouri, party of the second part, witnesseth, that whereas Letters-Patent of the United States, No, 287,530, for an Improvement in Harrows, were granted to the party of the first part, dated February 16th, 1881; and whereas the party of the second part is desirous of manufacturing harrows containing said patented improvement: Now, therefore, the parties have agreed as follows:

I. The party of the first part hereby licenses and empowers the party of the second part to manufacture, subject to the conditions hereinafter named, at their factory in St. Louis, and in no other place or places, to the end of the term for which said letters-patent were granted, harrows containing the patented improvements, and to sell the same within the United States.

II. The party of the second part agrees to make full and true returns to the party of the first part, under oath, upon the first days of July and January in each year, of all harrows containing the patented improvements manufactured by them.

III. The party of the second part agrees to pay to the party of the first part five dollars as a license

fee upon every harrow manufactured by said party of the second part containing the patented improvements: provided, that if the said fee be paid upon the days provided herein for semi-annual returns, or within ten days thereafter, a discount of fifty per cent. shall be made from said fee for prompt payment.

IV. Upon a failure of the party of the second part to make returns, or to make payment of license fees, as herein provided, for thirty days after the days herein named, the party of the first part may terminate this license by serving a written notice upon the party of the second part; but the party of the second part shall not thereby be discharged from any liability to the party of the first part for any license fees due at the time of the service of said notice.

In witness whereof, the parties above named have hereunto set their hands the day and year first above written, at Janesville, in the county of Rock and State of Wisconsin.

ALBERT FRASER.
FARM AND MACHINE COMPANY.

No. 7.

License (exclusive,) with Contract for Royalty.

This agreement, made this 20th day of December, 1884, between Daniel E. Speare, of Harrisburg, Pennsylvania, party of the first part, and the Pittsburgh Malleable Iron Works, a corporate body under the laws of said State, located and doing business at Pittsburgh, in said State, party of the second part, witnesseth:

That whereas letters-patent of the United States, No. 280,726, were on the twenty-eighth day of March, 1884, granted to said party of the first part, for an Improvement in Wagon-Jacks, which said patented article said party of the second part is desirous to

make and sell: Now, therefore, the parties have agreed as follows:

I. The party of the first part hereby gives to the party of the second part the exclusive right to manufacture and sell said patented improvements, to the end of the term of said patent, subject to the conditions hereinafter named.

II. The party of the second part agrees to make full and true returns, on the first days of January, April, July, and October in each year, of all of said patented wagon-jacks made by them in the three calendar months then last past; and if said party of the first part shall not be satisfied, in any respect, with any such return, then he shall have the right, either by himself or by his attorney, to examine any and all of the books of account of said party of the second part containing any items, charges, memoranda, or information relating to the manufacture or sale of said patented wagon-jacks; and, upon request made, said party of the second part shall produce all such books for said examination.

III. The party of the second part agrees to pay the party of the first part twenty cents as a license fee upon every one of said patented wagon-jacks made by them, the whole of said license fee for each quarterly term of three months, as hereinbefore specified, to be due and payable within fifteen days after the regular return day for that quarter. And said party of the second part agrees to pay to the party of the first part at least two hundred dollars, as said license fee, upon each of said quarterly terms, even though they should not make enough of said patented wagon-jacks to amount to that sum at the regular royalty of twenty cents apiece.

IV. Said licensee shall cast or otherwise permanently place upon every such wagon-jack made under this license the word "Speare," and in close relation thereto the word "Patented" and the number and date of said patent.

V. Said licensee shall not, during the life of this

license, make or sell any article which can compete in the market with said wagon-jack.

VI. Upon the failure of said licensee to keep each and all of the conditions of this license, said licensor may, at his option, terminate this license, and such termination shall not release said licensee from any liability due at such time to said licensor.

In witness whereof, the above-named parties (the said Pittsburgh Malleable Iron Works by its president) have hereto set their hands the day and year first above written.

DANIEL E. SPEARE.
PITTSBURGH MALLEABLE IRON WORKS,
By JOHN HANCOCK, *President.*

LETTERS OF REFERENCE.

OFFICE OF RIDER, WOOSTER & CO.,
FOUNDERS AND ENGINEERS,
WALDEN, NEW YORK, *July* 11, 1878.

H. A. SEYMOUR, Esq.:

DEAR SIR: Allow me to express to you my appreciation of your successful services as counsel in my interference suit on Door-rollers.

The manner in which you conducted this difficult case was eminently satisfactory to me, and fully sustains my high estimate of your perseverance and ability.

In relation to the patents you have hitherto obtained for me, I would say that they have, in every instance, been most skillfully prepared, and promptly passed without alteration. The drawings, specifications, and claims have been much clearer and more comprehensive than I have hitherto been able

to secure through other agents, and your success in procuring full allowance of claims has been unequaled in my experience. In fact, I think patents granted through your efforts possess much greater value than those of any other agent I know, from the superior manner in which the subject is described and the care you always take to cover broadly the invention in all its possible modifications, thereby greatly lessening the chance of after-litigation, imitation of patents, or infringements.

Most respectfully yours,

A. K. RIDER.

OFFICE OF JOHN W. MASURY & SON,
NEW YORK, *July* 1, 1878.

H. A. SEYMOUR, Esq.,
Washington, D. C.:

DEAR SIR: Herewith I return papers, properly witnessed and acknowledged; and now, in the closing up of this last business, permit me to say a word in commendation of the promptitude and efficiency you have always manifested in the transaction of my business with the Patent Office. Your experience in Patent-Office procedure, your experience in drafting specifications and claims, and your comprehensive grasp of the patent business generally, are worthy of all praise, and it does really give me pleasure to witness in your behalf.

Most respectfully yours,

JOHN W. MASURY.

OFFICE OF MARCH, BROWNBACK & CO.,
LIMERICK STATION, PENN., *July* 1, 1878.

TO THE PUBLIC:

We can indorse H. A. Seymour, Esq., of Washington, D. C., as a patent attorney who thoroughly understands his business and does everything in his power for the best interests of his clients. Our business is, to a great extent, based on patents, and hence it is very important for us to employ none but the most efficient and responsible patent attorney.

Mr. Seymour, in the preparation and prosecution of our patent business, has always been successful in obtaining claims which afford us ample security in protecting our manufactures. His conduct for us of a hard-fought interference case, in which he was successful, has convinced us that he is thoroughly familiar with the law as well as mechanics—important essentials in a competent patent attorney.

We can recommend Mr. Seymour to any one desirous of securing Letters-Patent, or having a litigated case requiring the services of a reliable patent attorney.

Very respectfully,

MARCH, BROWNBACK & CO.

CINCINNATI, OHIO, *June* 10, 1878.

We take pleasure in recommending H. A. Seymour, Esq., of Washington, D. C., as a reliable and thoroughly capable patent attorney. The valuable

experience obtained by Mr. Seymour during his long service as Principal Examiner in the Patent Office, induced us to intrust our patent business with him. He has secured several patents for us, the specifications and claims of which are drafted in a manner to afford complete protection for the several improvements patented; has revised several old patents taken out by other attorneys, and obtained very valuable reissued patents, and has successfully conducted for us two interference cases against able patent attorneys in the employ of wealthy firms. We are confident that any business placed in his hands will receive prompt and careful attention, and will be conducted satisfactorily in every respect.

Respectfully,

BARRETT, WATERS & LEWIS,
22, 24, and 26 Main street, Cincinnati, Ohio.

NEW ORLEANS, *June* 21, 1878.

H. A. SEYMOUR, Esq.,
Washington, D. C.:

DEAR SIR: It gives me pleasure to recommend you to inventors to represent their interests in the Patent Office or courts. From your large experience in such matters, I feel confident you will give entire satisfaction to those intrusting their interests to you. Of this I feel quite certain, judging from the able manner you have attended to my own personal matters connected with patents.

I have taken out about thirty patents for inventions made by myself, and was for several years the general legal agent of the late American Cotton-tie Company (Limited) and their predecessors, and therefore believe I am a judge of such matters.

Yours truly,

FREDERICK COOK.

NEWPORT, N. Y., *July* 1, 1878.

Mr. H. A. SEYMOUR,

Washington, D. C.:

DEAR SIR: I am so much pleased with the specification you prepared for my last home application and for the German, and, in fact, for all the work you have done for me, that I cannot forbear expressing my gratification. Although I have been so fortunate in the past as to have my business in the patent line done by excellent solicitors, and by those of high reputation, I have not found and do not know your equal in the avocation you have chosen, for which your experience as Principal Examiner in the Patent Office has only in part qualified you. I say in part, for no amount of experience, under the most favorable circumstances, can give the quick insight of mechanism, the nice discrimination of important from common devices, the keen analytic power of separating the new and useful from the old and trivial, the talent, so to speak, for organizing a specification and for using the best

descriptive terms, the rare faculty of knowing just how to contract claims, the subtle discernment of what is in accordance with or opposition to patent law, which characterize all the professional work you do.

I hope you will not think me guilty of flattery, when I say that you have what experience alone cannot give, and that is a real genius for your business.

My appreciation does not end here. Your unvarying kindness and politeness, untiring patience, the true interest and zeal you manifest in each case undertaken, cannot but commend you to every client and make hosts of friends everywhere.

Hoping that many years of professional intercourse, as pleasant as the few just past, are before us,

I remain, dear sir, yours very truly,

STUART PERRY.

OFFICE OF C. A. DODGE & Co.,
Duquesne Way, corner 6th street,
PITTSBURGH, PA., *July* 16*th*, 1878.

GENTS: During the past year Mr. H. A. Seymour has been my attorney, securing for me letters-patent in eight original cases and two reissues, some of which were difficult, and were secured by taking them before the Commissioner of Patents on appeal. Mr. Seymour has also successfully handled for me three interference cases, and I have now intrusted to him an important infringement suit in

the United States District Court. With his thorough knowledge of Patent Law and court rulings, he admits nothing into a case which will not stand the test before the courts. His long experience as an Examiner in the Patent Office, in several of the most difficult departments, fully qualifies him for critical examination of difficult cases.

In the matter of drafting claims, I consider that he has no superior.

While assisted by a corps of able clerks and draughtsmen, he gives his personal attention to each and every case intrusted to his care.

I find Mr. Seymour prompt in correspondence, accurate in account, and ambitious to stand at the head of his profession.

For the benefit of inventors who, like myself, stand in need of the services of an efficient, energetic, and honest patent attorney, this is most respectfully submitted.

Yours truly,

C. A. DODGE.

The following list comprises some of my clients:

George Leder, Demopolis, Ala.
Forus Bros., Little Rock, Ark.
E. J. Molera, San Francisco, Cal.
Orson D. Davis, Sacramento, Cal.
E. Ingraham & Co., Bristol, Conn.
E. B. Dunbar & Co., Bristol, Conn.
Wm. B. Douglas, Middletown, Conn.
J. Stever, Bridgeport, Conn.
Chicago Metallic Packing Co., Chicago, Ill.
Pontias Bros., Adair, Ill.
Faucet Plumb, Streator, Ill.
Brown & Co., Rockford, Ill.
E. Downing, Freedom, Ill.

O. V. Flora, Madison, Ind.
Oliver Chilled Plow Works, South Bend, Ind.
Wm. L. Casaday, South Bend, Ind.
D. L. Westcott, Fort Wayne, Ind.
B. S. Toothill, Hobart, Ind.
Sylvester Root, Kentland, Ind.
Fort Madison Chair Co., Fort Madison, Iowa.
Wm. A. Squires, Sioux City, Iowa.
F. C. Leffler, Homestead, Iowa.
J. C. Jenkins, Tama City, Iowa.
J. M. & W. H. Curtice, Neosho Falls, Kan.
J. C. Miller, Louisville, Ky.
Frederic Cook, New Orleans, La.
P. C. Holmes & Co., Gardiner, Me.
Wentworth Spring and Axle Co., Gardiner, Me.
Samuel Cabot, Jr., Boston, Mass.
Russia Cement Co., Rockport, Mass.
E. B. Bryant, New Bedford, Mass.
J. D. Davis, Ypsilanti, Mich.
C. S. Case, Battle Creek, Mich.
H. W. Kellogg, Battle Creek, Mich.
Jas. H. Weeks, Lowell, Mich.
Cherry & Elliott, Sturgis, Mich.
K. E. Rudd, Cassopolis, Mich.
W. H. Brown, East Saginaw, Mich.
Barlow Bros., Grand Rapids, Mich.
W. R. Burkhard, St. Paul, Minn.
Geo. W. Soule, Meridian, Miss.
Plattsburg Purifier Co., Plattsburg, Mo.
E. B. Marmaduke, Marshall, Mo.
Mallinckrodt Brake Co., St. Louis, Mo.
Colonel Henry Flad, St. Louis, Mo.
Charles Cummings, Virginia City, Nev.
Newton M. Bell, Virginia City, Nev.
Thomas J. Taylor, Eureka, Nev.
B. Saunders, Nashua, N. H.
J. R. Abbe, Manchester, N. H.
Robert Atherton, Paterson, N. J.
Camden Glass Works, Camden, N. J.
Rider, Wooster & Co., Walden, N. Y.

C. H. Delamater & Co., New York City, N. Y.
Lewis & Barnes, Oswego, N. Y.
W. C. Gifford, Jamestown, N. Y.
Wm. B. Allen, Orleans, N. Y.
Joseph Allen, Palmyra, N. Y.
Stuart Perry, Newport, N. Y.
D. A. Sprague, Poland, N. Y.
J. M. Bois, Rochester, N. Y.
Emmons Manley, Marion, N. Y.
John W. Masury & Sons, New York City, N. Y.
C. O. Garrison, New York City, N. Y.
W. H. Pitt, Buffalo, N. Y.
Phœnix Iron Works, Utica, N. Y.
Webster Loom Co., New York City, N. Y.
C. Palmer & Son, Utica, N. Y.
Burch & Curtis, Canandaigua, N. Y.
Chase & Dexter, Rochester, N. Y.
Geo. B. Field, New York City, N. Y.
H. E. Parsons, Watertown, N. Y.
J. B. Kleinert, 497 Broome st., New York City.
J. Butterfus, Salamanca, N. Y.
V. P. Kimball, Watertown, N. Y.
Addison Bradford, Brooklyn, N. Y.
Wheeler, Madden & Clemson Manufacturing Co., Middletown, N. Y.
J. Chase & Co., Rochester, N. Y.
C. S. Piersons & Co., Sandy Hill, N. Y.
The Independent Comb Co., Wappinger's Falls, N. Y.
Albany Perforated Wrapping Paper Co., Albany, N. Y.
Rochester Hydraulic Motor Co., Rochester, N. Y.
Truman L. Andrews, Cold Brook, N. Y.
B. G. Hopkins, Ontario, N. Y.
Swan Incandescent Electric Light Co., New York City, N. Y.
U. Cummings, Buffalo, N. Y.
John W. Macomber, Wilmington, N. C.
Brush Electric Co., Cleveland, Ohio
Meriam & Morgan Co., Cleveland, Ohio.

H. F. Peter, Lancaster, Ohio.
Isaac Sherck, Fremont, Ohio.
R. J. Malcolm, Cincinnati, Ohio.
T. M. Webb, Norwalk, Ohio.
Barrett, Waters & Lewis, Cincinnati, Ohio.
H. M. Weaver, Mansfield, Ohio.
Dauntless Sewing Machine Co., Norwalk, Ohio.
T. R. Morgan & Co., Alliance, Ohio.
Russell & Co., Massillon, Ohio.
H. F. Goodwin, Cincinnati, Ohio.
Alex. Schneider, Youngstown, Ohio.
Moses O. Nichols, Clyde, Ohio.
H. A. Eastman, Ashtabula, Ohio.
Strader Curtain Cornice Works, Columbus, Ohio.
Columbus Elbow Co., Columbus, Ohio.
Charles Snyder, Rouseville, Pa.
S. H. Rhoades, Pittston, Pa.
Weimer Machine Works, Lebanon, Pa.
Marsh, Brownback & Co., Limerick Station, Pa.
J. H. Ainsworth, Philadelphia, Pa.
T. G. Otterson, Philadelphia, Pa.
J. W. Thomas, Tyrone, Pa.
Walter M. Jackson, Providence, R. I.
A. L. Andrews, Providence, R. I.
J. L. Sheppard, Charleston, S. C.
Hughes Machine Works, Charleston, S. C.
Roxbury & Glover, Charleston, S. C.
W. S. Cummins, Lebanon, Tenn.
F. E. Smith, McMinnville, Tenn.
Rooney & Newdasher, Austin, Tex.
James Martin, Galveston, Tex.
E. Steward, Goliad, Tex.
A. Inglis & Sons, Horicon, Wis.
Van Brunt & Davis Co., Horicon, Wis.
Beloit Paper Pail Co., Beloit, Wis.
J. R. McPherson, Beloit, Wis.
Wisconsin Shoe Co., Janesville, Wis.
Stickler, Miles & Co., Janesville, Wis.
Janesville Hay Tool Co., Janesville, Wis.
Huntress & Sherry, Janesville, Wis.

U. S. PATENT OFFICE,
WASHINGTON, D. C., Dec. 11, 1875.

We, the Examiners of this office, learn with regret of the voluntary resignation of our esteemed associate, Mr. HENRY A. SEYMOUR. The temptations of a more lucrative employment have lured him from us; and while each and all of us regret to lose one so genial and affable, we feel confident that, with his talent, ability, and energy, he will win a name for himself, and do honor to the corps which he leaves behind.

We congratulate the patent profession upon their securing so valuable and worthy a gentleman as one of their number, and those who become his clients upon being represented by so able an attorney.

A. G. Wilkerson,	Prin. Ex.	class	Builders' Hardware
James Newlands,	do	do	Interference.
J. P. Chapman,	do	do	Leather.
J. G. Parkinson,	do	do	Harvesters.
R. G. Dyrenforth,	do	do	Chemicals, Gas, &c.
B. S. Herdick,	do	do	Chemical expert.
Wm. B. Taylor,	do	do	Librarian.
J. W. Jayne,	do	do	Metals, A.
J. C. Tasker,	do	do	Wood.
A. Schoepf,	do	do	Mechanical Eng'g.
J. B. Burnall,	do	do	Hydraulics.
H. P. Sanders,	do	do	Carriages, Cars, &c.
F. L. Freeman,	do	do	Printing.
W. H. Bartlett,	do	do	Fire-Arms,
W. H. Appleton,	do	do	Sewing Machines.
W. Osgood,	do	do	Stoves & Lamps.
C. W. Forbes,	do	do	Metals, B.
Oscar C. Fox,	do	do	Agriculture.
Z. T. Wilber,	do	do	Philosophical.
H. H. Bates,	do	do	Civil Engineering.
Charles Tilden,	do	do	Household.

D. K. Holston, Examiner in charge, Steam Engineering.